

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re continuing application of: David J. Dodge

Serial No.: 10/763,742

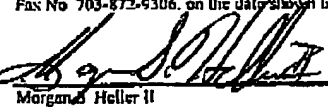
Filed: January 23, 2004

Title: Step-In Snowshoe Binding System

Group Art Unit: 3728

Examiner: Marie D. Patterson

Attorney Docket No.: 08511-01CT1

<input checked="" type="checkbox"/> CERTIFICATION OF FACSIMILE TRANSMISSION	
I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office. Fax No. 703-872-6306, on the date shown below.	
 Morgan Heller II	02/14/05 Date

**POWER OF ATTORNEY BY ASSIGNEE AND
CERTIFICATION UNDER 37 CFR 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

As an officer of K2 Snowshoes, Inc. ("assignee"), a Delaware corporation, I hereby certify that to the best of assignee's knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application, and represent that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment document that evidences the placement of title in the assignee, a true and accurate copy which is attached hereto, and understands and believes that this assignment document will be or has been submitted for recordation in the U.S. Patent and Trademark Office.

Assignee hereby appoints on its behalf the following patent attorney to prosecute the patent application identified above and to transact all business in the Patent Office connected therewith:

LAWRENCE H. MEIER, ESQ.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventors.

P226-02/04

Send all correspondence relating to this matter to:

Customer No. 21918
Morgan S. Heller II, Esq.
DOWNS RACHLIN MARTIN PLLC

Direct all telephone calls to Morgan S. Heller II at 802-846-8317.

The undersigned hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 14 day of February, 2005.

ASSIGNEE:

K2 SNOWSHOES, INC.

Sole Member: K2 Inc.

By Julie VanDerZanden

Name: Julie VanDerZanden

Title: ~~Vice President~~ General Counsel

Address: ~~Associate~~

14215 Vanhook Hwy SW

Bothell, WA 98136

BTV/340359 1

BEST AVAILABLE COPY**ASSIGNMENT OF PATENTS**

THIS ASSIGNMENT OF PATENTS is made by WINTER QUEST LLC, a Delaware limited liability company with an office at 52 River Road, Stowe, Vermont, ATLAS SNOWSHOE COMPANY, LLC, a Delaware limited liability company with an office at 52 River Road, Stowe, Vermont, and LITTLE BEAR SNOWSHOE COMPANY, LLC, a Delaware Limited liability company with an office at 52 River Road, Stowe, Vermont (collectively, "Assignors") to K2 SNOWSHOES, INC., a Delaware corporation with an office at 2051 Palomar Airport Road, Calsbad, California ("Assignee").

Recitals

Assignors, Assignee and Little Bear Snowshoe Company, LLC ("Little Bear") are parties to an Asset Purchase Agreement dated as of October 16, 2003 (the "Agreement"), pursuant to which Assignors and Little Bear have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Purchased Assets (as such term is defined in the Agreement, including without limitation the patents of Assignors). Pursuant to the Agreement, Assignors have agreed to execute such assignments and instruments of transfer, conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary to effectively vest in Assignee all right, title and interest of Assignors and Little Bear in the Purchased Assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept from Assignors the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Patents").

NOW, THEREFORE,

Assignors, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignors' worldwide right, title and interest in, to and under the Patents, together with all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignors, as evidenced by the signatures of their duly authorized agents, do hereby execute this Assignment of Patents as of the 17th day of October, 2003.

WINTER QUEST LLCBy: 

Edward J. Kimry, President

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BEST AVAILABLE COPY

ATLAS SNOWSHOE COMPANY, LLC

By: 
Edward J. Kiniry, PresidentLITTLE BEAR SNOWSHOE COMPANY,
LLCBy: 
Edward J. Kiniry, PresidentSTATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 17th day of October, 2003, personally appeared Edward Kiniry, Duly Authorized Agent of WINTER QUEST LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of WINTER QUEST LLC.

Before me, 
Notary PublicNotary commission issued in Chittenden County
My commission expires: 2/10/07STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 17th day of October, 2003, personally appeared Edward Kiniry, Duly Authorized Agent of ATLAS SNOWSHOE COMPANY, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of ATLAS SNOWSHOE COMPANY, LLC.

Before me, 
Notary PublicNotary commission issued in Chittenden County
My commission expires: 2/10/07STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 17th day of October, 2003, personally appeared Edward Kiniry, Duly Authorized Agent of LITTLE BEAR SNOWSHOE COMPANY, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of LITTLE BEAR SNOWSHOE COMPANY, LLC.

Before me, 
Notary PublicNotary commission issued in Chittenden County
My commission expires: 2/10/07

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